

APPEAL NO. 042157
FILED OCTOBER 18, 2004

This appeal arises pursuant to the Texas Workers' Compensation Act, TEX. LAB. CODE ANN. § 401.001 *et seq.* (1989 Act). A contested case hearing (CCH) was held on August 10, 2004. The parties reached an agreement on the disputed issues. The hearing officer issued a decision consistent with the parties' agreement that: (1) the compensable injury of _____, does not include an aggravation of degenerative changes in the lumbar spine, lumbar spondylosis at L3-4, central canal stenosis at L3-4, compression fractures at T2 and T5, and a left shoulder injury; (2) the compensable injury of _____, includes cervical and lumbar spine soft tissue strains; and (3) the appellant (claimant) had disability beginning April 16, 2004, and continuing through the date of the hearing. The claimant appeals, seeking to set aside the agreement. The respondent (carrier) urges affirmance.

DECISION

Affirmed.

The hearing officer did not err in making the complained-of determinations. Section 410.166 and Tex. W.C. Comm'n, 28 TEX. ADMIN. CODE § 147.4(c) (Rule 147.4(c)) provide, in part, that an oral agreement of the parties that is preserved in the record is final and binding on the date made. Rule 147.4(d)(1) further provides, in part, that an oral agreement is binding on a claimant represented by an attorney through the final conclusion of all matters relating to the claim, whether before the Texas Workers' Compensation Commission (Commission) or in court, unless set aside by the Commission or court on a finding of fraud, newly discovered evidence, or other good and sufficient cause. The claimant agreed on the record at the CCH, albeit with some hesitation, to the resolution of the issues as reflected in the hearing officer's decision. The claimant does not articulate, in his appeal, good and sufficient cause to set aside the agreement and none is apparent in the record. Accordingly, we find no basis to reverse the hearing officer's decision.

The decision and order of the hearing officer is affirmed.

The true corporate name of the insurance carrier is **(a certified self-insured)** and the name and address of its registered agent for service of process is

**TH
(ADDRESS)
(CITY), TEXAS (ZIP CODE).**

Edward Vilano
Appeals Judge

CONCUR:

Daniel R. Barry
Appeals Judge

Margaret L. Turner
Appeals Judge